

Thus, in each case, when the minor has caused damage it is necessary to find out not only the general grounds for responsibility, as well as the range of persons who must take care or oversee the specified persons and the fulfillment of their own responsibilities for education, overseeing the care of the minors.

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DISSOLUTION OF A LABOUR CONTRACT FOR THE VIOLATION OF LABOUR DISCIPLINE

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Labour law in Ukraine is one of the main branches of law, which, along with other branches, is at the stage of its reformation. One of the most important sources of labour law is The Labour Code of Ukraine (hereinafter The Code).

There are two basic institutes of labour law, which are the institute of a labour contract and the institute of termination and dissolution of a labour contract.

The aim of the study is to determine all grounds for labour contract on initiative of the owner for the violation of the labour discipline. Labour discipline means the order, which must be followed by subjects in their behaviour.

Under Article 147 of The Code for violation of labour discipline one of the following punishments may be applied to the employee: reprimand and dismissal.

It is worth drawing the distinction between dissolution of labour contract and dismissal. First one, in most cases, means the termination of labour contract on the initiative of the owner or the initiative of the employee. Dismissal is determined as a process and procedure of dissolution of labour contract.

There are three (1-3) grounds for dissolution of labour contract on initiative of the owner for the violation of labour discipline provided by Article 40 of The Code and two(4-5) grounds provided by Article 41 of The Code. They are:

1. Systematic non-performance of the duties, fixed on him by a labour contract or rules of internal labour order, by a worker without a reasonable ground, if the measures of disciplinary or public penalty were earlier used to the worker (Section 3, Article 40 of The Code).

2. Absenteeism (including absence at work more than three hours during a working day) without a reasonable ground (Section 4, Article 40 of The Code).

3. Appearance at work in condition of alcoholic, narcotic or toxic intoxication (Section 7, Article 40 of The Code).

4. One-time gross violation of labour duties by the head of the enterprise, establishment, organization of all ownership forms by his/her deputy, Chief Accountant of the enterprise, establishment, organization, by his/her deputy (Section 1, Article 40 of The Code).

5. Actus reus of the head of the enterprise, establishment, organization resulting untimely payment of salary or payment of salary in sizes that are lower than minimum salary size provided by the legislation (Section 1-1, Article 41 of The Code).

The process and procedure of dissolution of a labour contract is different for grounds listed above.

Dismissal on the ground defined in Section 3 and 4 of Article 40 of The Code have 3 steps:

1. A direct manager has to report on worker's systematic non-performance of the duties to the head of the enterprise, establishment, organization (systematic non-performance of the duties means that the person was earlier brought to disciplinary liability for the action of the same kind) or the absence of a worker at work.

2. A worker must give a written explanation stating and explaining reasons.

3. If it has been done without a reasonable ground, the head of the enterprise, establishment, organization issues a dismissal order.

Dismissal on the ground defined in Section 7 of Article 40 of The Code has also 3 points:

1. Presence of act that evidence worker's appearance at work in condition of alcoholic, narcotic or toxic intoxication.

2. A written explanation of a worker.

3. A dismissal order issued by the head of the enterprise, establishment, organization.

The process and procedure of dissolution of a labour contract on the ground stated in Sections 1 and 1-1 of Article 41 of The Code is the same:

1. Presence of the fact of one-time gross violation of labour duties or the fact actus reus of the head of the enterprise, establishment, organization resulted untimely payment of salary or payment of salary in sizes that are lower than minimum salary size provided by the legislation.

2. A written explanation of a worker.

3. A dismissal order issued by the head of the enterprise, establishment, organization.

Taking everything into consideration, it is worth saying that the legislation has provided guarantees for the employer in the case of the violation of a labour discipline. The Labour Code of Ukraine does not define the procedure of dismissal but it has been developed by the practice.

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IMPARTIALITY OF THE COURT IN TERMS OF THE RIGHT TO A FAIR TRIAL

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According to the Art. 6 Par. 1 of the European Convention on Human Rights (here and after - ECHR), in the determination of his/her civil rights and obligations or of any criminal charge against him/her, everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law [1]. Impartiality of the court is considered to be an essential part of the right to a fair trial according to the above mentioned article of the ECHR and case-law of the European Court of Human Rights (here and after - ECtHR). Nowadays the impartiality of judges seems to be one of the most significant inherent principles of Ukrainian procedural law as well as the international standards of justice aimed at providing effective protection of human rights and freedoms.

In its case-law the ECtHR proposed a unique approach to interpretation of this guarantee of the right to a fair trial. For instance, in the case “*Kyprianou v. Cyprus*” and “*Whitfield and Others v. the United Kingdom*” ECHR identified subjective and objective criteria of judges’ impartiality. Thus, there are two aspects to the question of “impartiality”: the tribunal must be subjectively free of personal prejudice or bias and must also be impartial from an objective viewpoint, in that it must offer sufficient guarantees to exclude any legitimate doubt in this respect [2;